UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

JURY DEMAND

Plaintiff Prem Nath v

Docket #15-CV-8183

Select Portfolio Servicing, &

U.S. Bank N.A. indentured trustee for "C,S.F.B. trust 2002-np14" &

Locke Lord llp

LAW SUIT FOR WRONGFUL FORECLOSURE & LAW SUIT REQUESTING COMPENSATORY DAMAGES & PUNITIVE DAMAGES

B) EMERGENCY TEMPORARY RESTRAING ORDER(TRO) TO STOP SALE OF HOUSE(12 JOHN CALVIN ST BLAUVELT NT 10913) UNTIL COURT DECIDES WRONGFULL FORECLOSURE

C) COURT IS REQUESTED TO ORDER THAT FORECLOSURE SALE BE MADE PART OF COMPULSORY COUNTER CLAIM UNDER Rule 13 (a) federal rules of civil procedure

I, Prem Nath file this law suit against above defendants for wrongful foreclosure & for compensatory damages & punitive damages.I state the following under penalty of perjury

PARTIES TO THE LAW SUIT

PLAINTIFF

Plaintiff,Prem Nath is of legal age & resides at 12 John Calvin st Blauvelt NY 10913. Property address in this wrongful foreclosure action is House at 12 John calvin st Blauvelt NY 10913

DEFENDANTS

1) Select Portfolio servicing (SPS) is mortgage servicer located at 3815 S.W. Temple Salt Lake City UTAH 84115. SPS conducts mortgage servicing business for mortgage bankers all over U.S.A.

2) U.S. Bank N.A. is federally charted N.A. bank duly licensed by O.C.C. with head quarters located at 800 Nicollet Mall Minneapolis MN 55402. U.S. Bank N.A. conducts banking business in many states in United states

3) Locke Lord LLP is professional services LLP entity with Main office located at 2200 Ross Avenue Suite 2200 Dallas , TX 75201. Locke Lord conducts attorney services across many states in U.S.A.

JURISDICTION

This court has jurisdiction in this matter base on following basis

VENUE-- FEDERAL QUESTION JURISDICTION APPLIES TO THIS TRO

Federal question jurisdiction exists in this case for following federal questions—

1) There is violation of FEDERAL TILA RESCISSION LAWS under 15 USC 1635 (a) (b) & others under 15 USC 1635.TILA LAWS ARE FEDERAL QUESTION JURISDICTION

2) I.R.S. is A party with inherent interest in this case law suit due to existing tax lien on the property.Outcome of this lawsuit affects the I.R.S. Tax Lien interest in the property. Interpretation of I.R.S. tax laws are domain of federal courts only.

3) Furthermore, Plaintiff presently has a pending Chapter 7 case Number 14-23714 in Bankruptcy Court and Bankruptcy Trustee Mark Tulis has given plaintiff oral permission via phone call on April 14,2015 to pursue this litigation himself in any court of law to protect interest. Only federal courts have jurisdiction in bankruptcy related matters and of course the outcome of this action in federal district court would affect the bankruptcy estate's bottom line for distribution. Therefore, only the federal district court has jurisdiction to hear this case & not a state court.

4) Federal Banking Law violation occurred when Lasalle Bank N.A.(Non existing bank at that time in March 2010) entered into loan modification with plaintiff on March 18,2010.This is violation of 18 USC 709.This constitutes federal banking law fraud-- A Crime & a civil violation of federal banking law as well.

5) Opposing parties SPS & their attorneys Locke Lord LLP have submitted false fraudulent documents to bankruptcy court chapter 13 case # 11-23730—so that

brings federal jurisdiction. Proper court to address these submission of fraudulent documents in bankruptcy court is U.S. District court.

6) I.R.S. REMIC TRUSTS LAWS were violated & this is again A federal question involvement & basis for federal jurisdiction in this matter

7) U.S. Securities laws & S.E.C. securities laws were violated by defendants & this brings federal jurisdiction under federal question jurisdiction.

8) There was Wrong depositor of mortgages to the REMIC TRUST "C.S.F.B. Trust 2002-np 14"—A violation of federal securities law –and that brings federal question jurisdiction

9)Defendants made false claim of existence of "C.S.F.B. Trust 2002-np 14" in violation of U.S. securities laws & I.R.S. REMIC TAX LAWS. IN fact this REMIC trust is not even listed in 938 I.R.S. reports from year 2002 to 2015.

10) In these acts of commissions of submission of forged mortgage note to state court & federal bankruptcy court in White Plains NY, parties S.P.S. & Locke Lord LLP were physically located in different states. Locke Lord LLp was physically in NYC office & S.P.S. was located in Salt Lake City Utah. Therefore mail fraud & wire fraud was definitely was involved. These acts were in violation of federal laws across interstate lines & constitute federal question & federal jurisdiction.

FEDERAL DIVERSITY JURISDICTION EXISTS IN THIS TRO REQUEST

There is diversity jurisdiction as well. Plaintiff Prem Nath lives in Blauvelt NY & SPS is located in Salt Lake City Utah whereas U.S. Bank N.A. has head quarters in Minneapolis MN & Locke Lord LLP has main office in Texas at 2200 Ross Avenue Suite 2200 Dallas , TX 75201. I.R.S. headquarters are located in Washington D.C.

AMOUNT OF DISPUTE EXCEEDS $ 75,000.00

The amount of controversy well exceeds $ 75,000.00 in this mortgage foreclosure case NYS Supreme court case# 3532/2001.And in addition compensatory & punitive damages are requested in the lawsuit as well.

PERLIMINARY INTRODUCTION

Plaintiff obtained mortgage loan for & 500,000 & signed note & Mortgage deed to Long beach mortgage co(LBMC) on September 4,1998. On Sept 14,1998, LBMC assigned this note to "ANOTHER ENTITY". On June 19,1998 Chase Bank filed verified foreclosure complaint in NYS Supreme court in New City NY case# 3532/2001. On filing date Chase bank did not own the note & mortgage & therefore Chase Bank had no standing. Also NYS Supreme court lacked Jurisdiction in the matter. NYS appellate courts have consistently ruled that for bank to have standing it must own both note & mortgage on or before date of filing,otherwise door to court house stands closed. Mortgage note was assigned to Chase bank On July 19,2001(one month after filing foreclosure verified complaint.LBMC & Select portfolio servicing hid from state court the FACT THAT ON SEPT 14,1998,LBMC had previously assigned this mortgage note to that "ANOTHER ENTITY. This external fraud by SPS was discovered under court ordered discovery during plaintiff's chapter 13 petition in later part of 2011 when SPS attorney by mistake put in Sept 14,1998 assignment as mortgage POC but by that time foreclosure judgment had already been issued by state court.Even U.S. Supreme court has ruled that standing has to be determined at the start of the case. Lujan v. Defenders of Wildlife (90-1424), 504 U.S. 555 (1992).

Loan modification was signed dated March 18,2010 between plaintiff & Lasalle Bank N.A.—however in March 2010 there was no bank in U.S.A. called Lasalle BankN.A. As federal records show Lasalle Bank N.A. lost its banking license in 2008 & thereafter it could not conduct any banking business in U.S.A.

At the signing of this illegal loan modification on March 18,2010, plaintiff did not receive any completed right to rescind completed TILA forms & as a result time to rescind this loan was automatically extended to 3 years. In june 2010 my then attorney Alan McGeorge put in motion to rescind Loan Modification & a copy of that motion was served upon the bank.Bank refused to rescind the loan modification.U.S. Supreme court in January 2015 in case# 13-684 Jesinosky v Country Wide Home Loans unanimously ruled that under TILA the only thing borrower has to do is write "I rescind" & nothing else—no law suit is needed.Under TILA 1635 (a) (b) & others loan gets cancelled by the statute & security interest in property gets automatically cancelled after 20 days.TILA

statutes give borrower right to sue for violations in federal district court for full amount of damages & intentional violations of TILA have criminal penalties.S.P.S. & its attorneys Locke Lord LLP have committed frauds one after another upon state court & upon bankruptcy court by filing fraudulent manufactured documents again & again as if they are above the law.These fraudulent DOCUMENTS were manufactured when Locke Lord attorneys were in NYS & SPS employees were located in Salt Lake City Utah—across interstate lines, therefore mail fraud & Wire fraud statutes have been violated for the last 14 years to fraudulently obtain this judgment of foreclosure against the plaintiff.

U.S.SUPREME COURT in JESINOSKI v Country Wide Home Loans unanimously ruled in January 2015--

U.S. Supreme Court case# 13-684 *Held*: A borrower exercising his right to rescind under the Act need only provide written notice to his lender within the 3-year period, not file suit within that period. Section 1635(a)'s unequivocal terms—a borrower "shall have the right to rescind . . . *by notifying the creditor . . . of his intention to do so*" (emphasis added)—leave no doubt that rescission is effected when the borrower notifies the creditor of his intention to rescind. This conclusion is not altered by §1635(f), which states *when* the right to rescind must be exercised, but says nothing about *how* that right is exercised. Nor does §1635(g)—which states that "in addition to rescission the court may award relief . . . not relating to the right to rescind"—support respondents' view that rescission is necessarily a consequence of judicial action. And the fact that the Act modified the common-law condition precedent to rescission at law, see §1635(b), hardly implies that the Act thereby codified rescission in equity. Pp. 2–5. 729 F. 3d 1092, reversed and remanded. SCALIA, J., delivered the opinion for a unanimous Court.

In clear language in Jesinoski case in January 2015,U.S. Supreme Court has unanimously ruled that for TILA RESCISSION only thing borrower has to do is to rescind the loan with in time period allowed & nothing else.Then Lenders interest in collateral gets automatically cancelled under TILA STATUTES.
Under Federal law which is applicable to all states, the U.S. Supreme Court stated that if a court is "without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to a recovery

sought, even prior to a reversal in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers." Elliot v. Piersol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828)

"a federal agency acting within the scope of its congressionally delegated authority may pre-empt state regulation and hence render unenforceable state or local laws that are otherwise not inconsistent with federal law." City of New York v. FCC, 486 U.S. 57, 63-64 (1988) (internal quotation marks omitted).
The U.S. Supreme Court, in Scheuer v. Rhodes, 416 U.S. 232, 94 S.Ct. 1683, 1687 (1974) stated that "when a state officer acts under a state law in a manner violative of the Federal Constitution, he "comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States."

The U.S. Supreme Court has stated that "No state legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it.". Cooper v. Aaron, 358 U.S. 1, 78 S.Ct. 1401 (1958).

A void judgment which includes judgment entered by a court which lacks jurisdiction over the parties or the subject matter, or lacks inherent power to enter the particular judgment, or an order procured by fraud, can be attacked at any time, in any court, either directly or collaterally, provided that the party is properly before the court, *Long v. Shorebank Development Corp.*, 182 F.3d 548

The 7th Circuit further stated "*a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final.*" **THE JUDGMENT IS VOID!** Judgment is a "void judgment" if court that rendered judgment lacked jurisdiction of the subject matter,or of the parties, or acted in a manner inconsistent with due process. Klugh v. U.S., D.C.S.C., 610 F.Supp. 892, 901.

Fraud upon the court" makes void the orders and judgments of that court. The U.S. Supreme Court has consistently held that a void order is void at all times, does not have to be reversed or vacated by a judge, cannot be made valid by any

judge, nor does it gain validity by the passage of time. The order is void ab initio. Vallely v. Northern Fire & Marine Ins. Co., 254 U.S. 348, 41 S.Ct. 116

For all counts of cause of action 1—50 both count inclusive, for illegal & wrongful conduct of attorneys involved damages under NYS Judiciary Law 487 are warranted & requestd by plaintiff.Fact remains that usually when servicer prepares paperwork or documents for submission to the court across interstate lines,attorney is contacted on phone multiple number of times,thus attoneys are integral part of this loop of ring.Under NYS judiciary Law 487 for the attorney to be found guilty for damages only thing which needs to be proved IS INTENT TO DECEIVE & NOT ACTUAL HARM CAUSED—IF INTENT TO DECEIVE IS PRESENT by predonderance of evidence,,ATTORNEY IS LIABLE FOR TRIPPLE DAMAGES UNDER THIS LAW.If actual foreclosure was illegal & wrongful,then under NY JUDICIARY LAW 487, attorneys are liable for triple damages even if the whole illegal scheme fell apart & foreclosure sale did not occur.INTENT TO DECEIVE WAS PRESET & ATTORNEYS ARE LIABLE FOR TRIPPLE DAMAGES

N.Y. JUD. LAW § 487 : NY Code - Section 487: Misconduct by attorneys

An attorney or counselor who: 1. Is guilty of any deceit or collusion, or consents to any deceit or collusion, with intent to deceive the court or any party; or, 2. Wilfully delays his client's suit with a view to his own gain; or, wilfully receives any money or allowance for or on account of any money which he has not laid out, or becomes answerable for, Is guilty of a misdemeanor, and in addition to the punishment prescribed therefor by the penal law, he forfeits to the party injured treble damages, to be recovered in a civil action.

FACTS IN THE CASE

1) Plaintiff obtained mortgage loan for $500,000. on house(12 john calvin st Blauvelt NY 10913) on Sept 4,1998 from Long beach mortgage company (LBMC) & signed mortgage deed & note in favor of LBMC. (See Exhibit A for note)

2) Long beach mortgage co assigned this mortgage note to "Another Entity" on Sept 14,1998. This assignment was kept secret by LBMC & mortgage servicer, Select Portfolio Servicing (SPS) for 10 years to deceive NYS supreme court to start

foreclosure action under fake " Straw owner Chase Bank" without any knowledge or permission from Chase Bank ever.(See Exhibit A for Sept 14,1998 assignment)

3)" Straw owner Chase bank" files verified foreclosure complaint in Rockland county supreme court without having ownership interest in the note or the mortgage on June 19,2001.Chase Bank had no standing under NYS law on filing date June 19,2001.Therefore NYS Supreme court had no jurisdiction in this foreclosure case docket # 3532/2001. NYS appellate courts have consistently ruled that bank must own both mortgage & note on or before the date of filing to have any standing.Otherwise door to court is closed.(see Exhibit C for Complaint)

U.S. Supreme court in case Lujan v Wild Life Defenderes ruled that standing has to be determined at the time of start of the case.

4) Chase bank acquires note by assignment on July 19,2001 from LBMC(and none earlier as documented in court records & land records) .The notary on assignment document is fake(ERIKA HERRERA) .Also on 7/19/01, LBMC owns nothing in relation to this property due to assignment made on Sept 14,1998 to "Another entity" This fact is kept secret from state court for next 10 years, by servicer SPS in cahoots with their attorneys.(See Exhibit C For letter from CA authorities)

5) A Loan modification(& settlement agreement) was made between plaintiff & U.S.Bank N.A. dated March 18,2010 but on that date U.S. Bank N.A. did not exist as U.S. Bank N.A. had lost banking license in 2008.Therefore this loan modification is null & void. It is a crime to advertise as or conduct business as N.A. bank without O.C.C. banking license(see Exhibit C for loan modification)

6) TILA right to rescission completed forms were never given to plaintiff at the time of signing of Loan modification dated March 18,2010, therefore time to rescind this refinancing loan was automatically extended to 3 years

7) Through brief by my then attorney Loan modification was rescinded by plaintiff in June 2010 & copy of that brief was served upon lender. Lender refused to honor its obligation under TILA Under TILA STATUTES loan modification got automatically cancelled & security attachment got automatically cancelled.

(See exhibit C for Rescission motion by plaintiff's attorney)

8) In April 2011 SPS submits to NYS supreme court A BRAND NEW COPY of mortgage note with blank endorsement stamp from LBMC for the first time after state court had already issued judgment of foreclosure. LBMC ceased to exist in 2007 & on this copy of same mortgage note plaintiff's signatures do not match with earlier version of signature on the copies of the note in court records & the print on the new copy has no evidence of aging of the note—A fraud by SPS & their attorneys involved in cahoots. easily seen on enlarged copies of documents.

(See Exhibit E for mortgage note with endorsement stamp & Exhibit F for U.S. Senate testimony for LBMC closing doors in 2007)

9) During plaintiff's chapter 13 petition (case# 11-23730) SPS attorney Ted Mays submitted under penalty of perjury Sept 14,1998 assignment as mortgage POC for the first time to any court proving external fraud upon state court & federal court as well.This assignment was kept hidden from NYS Supreme court for a period of 10 years. (See Exhibit A for assignment dated Sept 14,1998)

10) Casey Howard illegally tried to convince bankruptcy judge that Sept 14,1998 assignment be ignored(since it was not recorded) to get summary judgment an act in violation of NYS laws. In NYS all assignments are valid whether recorded or not. In fact 90% of assignments are never recorded to save money on filing fees.Documents do not lie—people do

11) During court ordered discovery during chapter 13 petition case (# 11-23730)SPS produces 3100 pages of mortgage servicing record by SPS where in there is not even one sheet of paper showing that Chase Bank ever owned or serviced this mortgage loan or that Chase bank ever authorized SPS to start or maintain foreclosure action on its behalf.(delivered as evidence on A CD Disc)

12) Plaintiff complained to Board of directors of JP Morgan Chase Bank in early 2012 that QUALIFIED WRITTEN REQUESTS had went unanswered for 7 years & Anthony Horan corporation gets involved to have QWR, answered by his bank. As a result of this JP Morgan chase mortgage employees wrote 4 letters to Plaintiff that Chase Bank had no record of ever owning mortgage on this property.

(See exhibit D for Chase bank letters & Recorded phone calls transcripts)

13)In August 2012 plaintiff made & legally recorded conversations with different employees of mortgage dept of JP Morgan chase bank where bank employees admitted that after checking all records & after checking with closed file dept, lien dept & release dept they confirm that chase bank never owned mortgage on this property ever(See exhibit D for Chase bank Recorded phone calls transcripts)

14) Casey Howard continued to file forged fake documents to bankruptcy court & this district court in cahoots with GINA TOLMAN & other employees of SPS across interstate lines of commerce invoking mail fraud & wire fraud & securities fraud

(See Exhibit A for Tolman Affidavit)

15) Casey Howard falsely states under oath to bankruptcy court that "As a matter of law he is entitled to summary judgment on mortgage POC while well knowing that he is subject to revision of attorney affidavit requirement in light of newly discovered facts that Chase bank denies ever owning this mortgage & in light of existence of Sept 14,1998 assignment to "Another entity" which proves that assignment of July 19,2001 was fake illegal & assigned nothing to Chase Bank the "Fake straw plaintiff" in NYS Supreme court case# 3532/2001

16) On Sept 1,2015 state court refused plaintiffs attorney motion & affirms earlier judgment of foreclosure & sale & Casey Howard scheduled Sale of house on October 26,2015 in violation of FEDERAL TILA STATUTES & all well knowing himself that state court judgment was obtained by fraud & deception. Casey Howard well knows that "C.S.F.B. trust 2002-np 14" does not exist.

(See Exhibit G for notice of sale of house Scheduled on October 26,2015)

17)Alleged Owner of mortgage note is "C.S.F.B. trust 2002-np 14". I.R.S. each year publishes list of REMIC TRUSTS in U.S.A. as 938 reports. In these I.R.S. 938 reports from 2002 to 2015 there is no REMIC trust called "C.S.F.B. trust 2002-np14" The alleged owner does not exist. REMIC TRUSTS exist under I.R.S. tax laws only. Without authority from I.R.S., remic trusts do not exist.(See Exhibit F for I.R.S. 938 public reports)

18) Mode of operation of SPS in cahoots with their attorneys is like this—First get foreclosure judgment by fraud in state court using "Fake straw owner entity" & then in federal court argue based on Res Judicata & Rooker Feldman & build a pyramid of fraud upon fraud by manufacturing more & more fake documents as the case goes in courts. Thereafer upon sale of property money goes straight to the pockets of SPS with compensation to Locke Lord as fees--A CRIMINAL RING.

FIRST CAUSE FOR ACTION

DEFENDANTS FILED FALSE VERIFIED COMPLAINT TO START FORECLOSURE

Defendants Filed fraudulent verified complaint on June 19,2001 stating that Chase bank is the owner of mortgage The fact is that Chase did not acquire the note until 7/19/2001 as documented in court records & also in clerk's office & land records of Rockland County NYS. NYS appellate courts have consistently ruled that in mortgage foreclosure action bank must own both note & mortgage on or before the date of filing to have any standing in NYS courts.

All defendants individually & jointly are responsible for damages under this COA

SECOND CAUSE FOR ACTION

EXTERNAL FRAUD IN HIDING EXISTENCE OF SEPT 14 ASSIGNMENT

Defendants did Hide from state court fact that Sept 14,1998 assignment existed to " another party" which showed that on 7/19/2001 LBMC owned nothing in relation to this property. This information was relied upon by plaintiff & also by NYS Supreme Court. This external fraud could not have been detected until later half of 2011 when SPS attorney by mistake put in Sept 14,1998 as part of documents for POC in plaintiff's chapter 13 petition case#11-23730.

All defendants individually & jointly are responsible for damages under this COA

THIRD CAUSE FOR ACTION

LYING TO BANKRUPTCY COURT TO GET STAY ORDER LIFTED

Defendants Lied to federal court during plaintiff's previous chapter 7 to get stay order lifted by Stating that John Cody is officer of SPS.There is evidence that John Cody was full time employee of FIS in Mendotta Heights MN--a foreclosure mill

All defendants individually & jointly are responsible for damages under this COA

FOURTH CAUSE FOR ACTION

FORECLOSURE CONTINUED UNDER DIFFERENT PLAINTIFF IN VIOATION OF STAY ORDER ISSUED IN FAVOR OF LBMC

Thereafter defendants Immediately Lied to state court by continuing foreclosure action with different plaintiff Chase Bank when in fact bankruptcy Lift stay order was in favor of Long beach mortgage Mortgage co(LBMC)
All defendants individually & jointly are responsible for damages under this COA

FIFTH CAUSE FOR ACTION

DEFENDANTS LIED TO STATE COURT ABOUT EXISTENCE OF LASALLE BANK N.A.
Defendants Lied to state court that Lasalle bank N.A. existed on March 18,2010.The fact is that Lasalle Bank N.A. ceased to exist in 2008 when it lost its banking license issued by O.C.C. Advertising as N.A. or conducting banking business in U.S.A. as National Association Bank N.A. is a federal crime under USC This misrepresentation to state court prevented plaintiff from obtaining loan modification from another legitimate licensed lender bank.This act was directly responsible for plaintiff's losing home to illegal foreclosure(Ex C Lasalle inactive)
All defendants individually & jointly are responsible for damages under this COA

SIXTH CAUSE FOR ACTION

DEFENDANTS FAILURE TO FOLLOW TILA RESCISSION STATUTES
In June 2012 plaintiff rescinded loan modification and then defendants Failed to follow TILA statutes after rescission notice. Under USC 1635 (a)(b) & others Loan Modification dated March 18,2010 got automatically cancelled & security interest got cancelled 20 days later when lender refused to follow TILA RIGHT TO RESCIND STATUTES & comply with lenders obligations under TILA RESCISSION STATUTES. TILA STATUTES give borrowers private right to sue for actual damages & full attorney fees for any violations of TILA STATUTES.
All defendants individually & jointly are responsible for damages under this COA

SEVENTH CAUSE FOR ACTION

DEFENDANTS FALSELY CLAIMED DEFAULT UNDER LOAN MODIFICATION
SPS attorneys & SPS made false statements to state court when they stated in their motion to NYS Supreme court that I violated loan modification agreement. Truth is that Lasalle Bamk N.A. did not exist in March 2010 & thus Lasalle Bank N.A. could not enter into any legal binding loan contract .If the opposite party does not exist how can agreement exist it its absence. Advertising as N.A. & conducting business as N.A. bank without OCC license is a federal crime under USC 18 709 (See Exhibit G for 18 USC 709)

As a result of this false representation to state court, plaintiff was prevented from making loan modification with another licensed legitimate lender.This caused plaintiff to lose home to illegal foreclosure.
All defendants individually & jointly are responsible for damages under this COA

EIGHTTH CAUSE FOR ACTION
FALSE BRIEF TO BANKRUPTCY COURT ABOUT LOAN DEFAULT
In bankruptcy court Casey Howard & S.P.S. claimed that I defaulted on Loan Modification of March 18,2010, but the fact is that Loan modification of March 18,2010 never existed because opposite party Lasalle Bank N.A. did not exist on March 18,2010 & it had ceased to exist 2 years earlier in 2008. For S.P.S. & its attorneys to prepare loan modification on behalf of Lasalle Bank N.A. was a crime under 18 USC 709 .Their illegal actions prevented the plaintiff from obtaining loan modification from another legitimate licensed lender.(See Ex Cfor Lasalle inactive
All defendants individually & jointly are responsible for damages under this COA

NINTH CAUSE FOR ACTION
FALSE CLAIM OF ALLEGED SECURITY INTEREST IN HOUSE
S.P.S. & Locke Lord stated in their brief to federal court that security interest existed on the property House. This was a false statement under penalty of perjury.Fact is that under TILA rescission statutes 1635(a) (b) & others security interest got automatically cancelled when lender refused to meet its performance obligations under TILA RESCISSION in a timely manner. As a result of their false statements to bankruptcy court plaintiff's chapter 13 petition got denied & now the property is scheduled to be sold all based upon fraud upon the court.
All defendants individually & jointly are responsible for damages under this COA

TENTH CAUSE FOR ACTION
FALSE AFFIDAVIT BY LOCKE LORD ABOUT SEPT 14,98 ASSIGNMENT
Casey Howard made false affidavit to bankruptcy court that assignment dated Sept 14,1998 be ignored by court since it was not recorded, in violation of NYS laws. Under NYS law all assignments are valid whether recorded or not. Bankruptcy court had no power to make Sept 14,1998 assignment disappear from courts ecf—no one in the country has any such power not even the President of U.S.A.

Casey Howard & S.P.S . made false affidavit to bankruptcy court that assignment dated Sept 14,1998 be ignored since it was not recorded. In NYS all assignments are valid & legal whether recorded or not.This false statement is coverd by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit.

All defendants individually & jointly are responsible for damages under this COA

ELEVENTHCAUSE FOR ACTION

UNAUTHORIZED USE OF LBMC STAMP BY DEFENDANTS

Only in April 2011 for the first time blank endorsement stamp by LBMC appeared in court records.However in 2011 LBMC did not exist, it had gone out of business in 2007. This blank endorsement stamp was fraudulently applied by S.P.S. in cahoots with their attorneys to deceive state court and to artificially create standing to make defendant lose his house(See Exhibit E for note with blank stamp)

All defendants individually & jointly are responsible for damages under this COA

TWELVETH CAUSE OF ACTION

FALSE CLAIM THAT "C.S.F.B.TRUST 2002-np14"EXISTS

In state court S.P.S. falsely claimed that "C.S.F.B. Trust 2002-np14" exists.In fact each year I.R.S. publically publishes list of ALL REMIC TRUSTS in U.S.A. and in these I.R.S. 938 reports there is no remic trust called"C.S.F.B. trust 2002-np14"

All defendants individually & jointly are responsible for damages under this COA

(See Exhibit F for I.R.S. 938 reports)

THIRTEENTH CAUSE OF ACTION

FALSE CLAIM OF STANDING IN BANKRUPTCY COURT

Defendants. falsely claimed in bankruptcy court that lender "C.S.F.B. trust 2002-np14" had standing in that court. First "C.S.F.B. trust 2002-np14" remic trust did not even exist & secondly Loan modification dated March 18,2010 had been rescinded by the plaintiff & security interest in the property got automatically cancelled 20 days later.Therefore U.S. Bank N.A. & SPS had no standing in federal court & any such statement was false & misleading.This false statement caused lift of stay order & thereafter plaintiff losing the house property.

All defendants individually & jointly are responsible for damages under this COA

FOURTEENTH CAUSE OF ACTION

FALSE CLAIM BY DEFENDANTS IN BANKRUPTCY COURT THAT U.S. BANK N.A. HAD STANDING TO FILE MORTGAGE POC

Defendants falsely claimed in bankruptcy court that U.S. Bank N.A. had standing to file mortgage proof of claim which it acquired from Lasalle Bank N.A. after March 2010, but fact is that Lasalle Bank N.A. did not exist after year 2008 & it could not assign any property to U.S. Bank N.A. after year 2008. Thus U.S. bank

N.A. & its attorneys got summary judgment on mortgage POC by committing fraud upon federal court & on the plaintiff as well. As direct result of this plaintiff's summary motion on POC got denied & chapter 13 petition got denied due to total amount exceeding debt limit. This led to lift of bankruptcy stay order & plaintiff losing the house.

All defendants individually & jointly are responsible for damages under this COA

FIFTEENTH CAUSE OF ACTION

FALSE BRIEF TO BANKRUPTCY COURT BY LOCKE LORD

In his brief to bankruptcy court Casey Howard stated that he is entitled to summary judgment as a matter of law. This statement is patently false.New facts were discovered in bankruptcy court namely letters which Chase bank wrote to plaintiff in 2012 denying that Chase bank ever owned this note & recorded phone conversation where in JP Morgan chase bank deny that their bank ever owned this mortgage.In light of emergence of new facts Casey Howard was required under NYS court rules to go back to state court to revise attorney affidavit. Casey Howard failed to do so & deceived NYS supreme court & federal court as well. This false statement by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit. Intent to deceive is enough to award triple damages to the victim of this deceit, the plaintiff

All defendants individually & jointly are responsible for damages under this COA

SIXTEENTH CAUSE OF ACTION

FALSE AFFIDAVIT OF GINA TOLMAN SUBMITTED IN STATE COURT

Gina Tolman's affidavit was used as evidence in state foreclosure case by S.P.S. & by its attorneys.This affidavit if false for following reasons (See Exhibit A for Tolman Affidavit)

1) Affidavit of GINA TOLMAN dated July 14,2010 states following in paragraph 5

"LONG BEACH MORTGAGE COMPANY assigned all of its rights,title & interest in note & mortgage to plaintiff by way of assignment dated July 19,2001 and recorded in the office of the clerk of the county of ROCKLAND on August29,2001 in liber INSTR No at page 2001-42210"

This statement is patently false. The fact is that my mortgage & note had been assigned by Long beach mortgage company On Sept 14,1998 to another entity via assignment dated Sept 14,1998(see Section) and this assignment dated Sept

14,1998 was submitted to bankruptcy court as part of Proof of claim by Law firm of Ted Mays in December 2011.In NYS assignment does not have to be recorded to be legal. Locke Lord took over as law firm representing SPS after Ted Mays & Casey Howard has full possession of ORIGINAL MORTGAGE FILE continuously since early 2012 to the present. NO ONE can sell the same mortgage twice & the first assignment removes any ownership rights from Long beach mortgage company after the date of September 14,1998. In state supreme court of Rockland foreclosure plaintiff,CHASE BANK filed foreclosure complaint on June 19,2001 but allegedly did not acquire the mortgage note by assignment from Long beach mortgage company until July 19,2001.BUT THE FACT IS THAT ON JULY 19,2001, LONG BEACH MORTGAGE COMPANY OWNED NOTHING IN RELATION TO THIS MORTGAGE TO BE ABLE TO SELL IT TO CHASE BANK. Hence next entity who steps into shoes of Chase Bank could not acquire any ownership right in this mortgage from Chase Bank. ONE CAN NOT GIVE WHAT ONE DOES NOT HAVE TO BEGIN WITH.

2) In the same affidavit in Item # 7, Gina Tolman states that " interest rate on this mortgage is 11.99% since December 2000". Again this statement is totally false. The fact is that interest rate on this note is variable & the rate adjusts every 6 months. Casey Howard has full possession of the original mortgage file since early 2012.He knows that mortgage note rate of interest is variable and is adjusted every 6 months. It remains the duty of Casey Howard to do due diligence on original mortgage file which he has in possession & not act like A ROBOT FILING FALSE DOCUMENTS TO THE COURT UNDER PENALTY OF PERJURY. If incorrect rate of interest is used in computing balance owed on the account for the last 15 years(since 2000) ,then all statements of balance owed on this account are false as well by hundreds of thousands of dollars filed in this court. This also proves that Gina Tolman had no actual personal knowledge of the mortgage records & that should be red flag to Casey Howard that HE SHOULD NOT HAVE USED AFFIDAVIT OF GINA TOLMAN TO SUBMIT TO THE FEDERAL COURT BECAUSE SHE LACKED PERSONAL FIRST HAND ACTUAL KNOWLEDGE OF THE REGULARLY MAINTAINED MORTGAGE BUSINESS RECORDS TO QUALIFY HAS FEDERAL COURT

ADMISSIBLE EVIDENCE TO START WITH.KNOWINGLY PUTTING UP FAKE WITNESSES IS CRIMINAL CONDUCT ON PART OF CASEY HOWARD.

This false statement submitted by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff
All defendants individually & jointly are responsible for damages under this COA

SEVENTEENTH CAUSE OF ACTION
INCORRECT RATE OF INTEREST APPLIED TO MORTGAGE LOAN
Gina tolman's affidavit was used in foreclosure action in state court where she states that interest rate on this note is 11.99% since December 2000,But the fact is that interest rate on the note is variable & adjusted every 6 months.
If incorrect rate of interest is used in computing balance owed on the account for the last 15 years(since 2000) ,then all statements of balance owed on this account are false as well by hundreds of thousands of dollars filed in state court & also in bankruptcy court.This also proves that Gina Tolman had no actual personal knowledge of the mortgage records .Even after this mistake of wrongly applied rate of interest was pointed out to Casey Howard & S.P.S. the defendants refused to correct the mistake & continued to use fraudulent total amount due in their briefs to the courts just like an outlaw

This false statement by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff
All defendants individually & jointly are responsible for damages under this COA

EIGHTEENTH CAUSE OF ACTION
LOCKE LORD SUBMITTED FALSE AFFIDAVIT TO BANKRUPTCY COURT
Gina Tolman's affidavit was put into evidence in bankruptcy court.This affidavit stated that fixed rate of interest 11.99% being used in calculations for total amount of debt for a period of 15 years. Fact is that rate of interest on this loan is variable & adjusts every 6 months.This also proved that Gina Tolman had no personal knowledge of this mortgage records.When interest rate gets adjusted every 6 months book keeping ledger would have many many pages of entries & calculations & only ROBOSIGNER would not notice all those ledger entries.Casey Howard is equally guilty of using false Gina Tolman affidavit in federal court bankruptcy case.This affidavit showed that wrong amount of total obligation due

was put into POC—amount wrong by hundreds of thousands of dollars.Even after this mistake was pointed to Locke Lord, the attorney did no correction meaning that Locke Lord is above the law.
This false statement submitted by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff

NINETEENTH CAUSE OF ACTION
LOCKE LORD USED S.P.S. EMPLOYEES WITH NO PERSONAL KNOWLEDGE OF THE MORTGAGE FILE--AGAIN A FALSE BRIEF
Fact is that Gina Tolman had No personal knowledge of mortgage files in this case. She did not know correct rate of interest on this note for 15 years period that proves that she fails to qualify as having personal knowledge & to be used as affidavit under penalty of perjury. Even after this fact was pointed out to Locke Lord & S.P.S. defendants refused to correct this false testimony to knowingly push foreclosure sale by illegal means based on false affidavits
This false statement by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff
All defendants individually & jointly are responsible for damages under this COA

TWENTEETH CAUSE OF ACTION
DEBTOR'S SIGNATURES DO NOT MATCH IN DIFFERENT COPIES OF SAME MORTGAGE NOTE—EVIDENCE OF FRAUD UPON COURTS
SPS & Locke lord have admitted to bankruptcy court during my chapter 13 case # 11-23730 that THERE IS ONLY ONE MORTGAGE NOTE. When copy of my mortgage note with no endorsement is compared to the Later copy with endorsement stamp IT IS EASILY NOTICED THAT MY SIGNATURES DO NOT MATCH IN BOTH VERSIONS OF THE SAME NOTE. Forgery is involved for the following reasons (Section E for magnified signatures-- comparison of 2 versions of the note)---

1) The last letter of my last name is "h". In version of the note with no endorsement the letter "h" digs deep into preprinted form letter (seal) and end of signature letter "h" does not rise above the preprinted form letter (seal). However in second version of my note with endorsement stamp the last letter "h"

clearly rises above printed letter (seal) on the preprinted form & never digs into printed letter(seal) on the preprinted form.

And the only explanation is that MY SIGNATURE WAS LIFTED FROM ORIGINAL GENUINE NOTE & MY SIGNATURE WAS IMPLANTED ON TO NEW BLANK FORM TO CREATE NEW NOTE SO THAT ALL PREVIOUS ASSIGNMENTS ON GENUINE NOTE GET FRAUDULENTLY REMOVED—OBJECTIVE -- TO SHOW THAT PRESENT CLIENT OF SPS HAS STANDING & TO WASH OUT PAST ASSIGNMENTS SHOWING WHO THE REAL OWNER OF THE NOTE IS & REAL PRIOR CHAIN OF ASSIGNMENTS.

2) THE PRINT ON THE COPY WITH ENDORSEMENT STAMP LOOKS LIKE BRAND NEW PRINT WITH LITTLE AGING WHILE PRINT ON THE COPY WITH NO ENDORSEMENTS LOOKS WELL AGED. IF BOTH VERSIONS WERE GENUINE THEN EVIDENCE OF AGING SHOULD BE SIMILAR ON BOTH VERSIONS FOR THE PRINT & SIGNATURES AS WELL.

3) During this forgery somehow the placement of my signature on new form got rotated (due to error on the part of the forger) and that is why letter "h" rises well above the printed material on the version with endorsement stamp & not on the version with no endorsement. Both versions could not be genuine documents from same original note.

4) If both versions were legitimate then relationship of my signatures would be same to the preprinted form text no matter how many copies or enlargements are made from the original note. The forgery is easily seen when signatures are examined under magnification (See Section E)

Even after this signature fraud was repeatedly pointed out to Locke Lord & S.P.S. defendants refused to address this issue in their briefs to the courts proving that defendants are in cahoots to decive the courts at the expense of the plaintiff
This false statement by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff
All defendants individually & jointly are responsible for damages under this COA

19)Document fraud creation of brand new mortgage note

TWENTY FIRST CAUSE OF ACTION

CREATION OF BRAND NEW FAKE MORTGAGE NOTE BY DEFENDANTS

New note with blank endorsement stamp was first put in NYS Supreme court in April 2011 after that court had already issued judgment of foreclosure.SPS had full possession of mortgage file at that time.The print on that new note & all later copies of the note have no evidence of aging & appears to be manufactured using high tech forgery. Plaintiff's signatures on new note do not match plaintiff's signatures on prior versions of copy of the note in court records.

S.P.S. has admitted in bankruptcy court that there is only one original note. The obvious reason why brand new copy of mortgage note was created was to wash out all intervening prior assignments to create standing for their party by using blank endorsement stamp of LBMC which had ceased to exist in 2007.

No mortgage servicer would do such things unless their attoney approves all this & is in cahoots. This illegal act of external fraud by S.P.S. in cahoots with Locke Lord caused plaintiff to lose the house in wrongful foreclosure proceedings.

This misconduct by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff

All defendants individually & jointly are responsible for damages under this COA

TWENTY SECOND CAUSE OF ACTION

FAKE NOTARY PUBLIC USED IN MORTGAGE ASSIGNMENT

In the assignment of note dated July 19,2001 the notary signing person is Erika Herrera who was an employee of Washington Mutual Bank. Attached is certificate from California dept of state which certifies that Erika Herrera was never a qualified notary in state of California. Therefore the false nature of this document was known to the signers on this assignment right from the start.Therefore this document is invalid. Defendants therefore are responsible for this conduct.

All defendants individually & jointly are responsible for damages under this COA

TWENTY THIRD CAUSE OF ACTION

PUBLICALLY RECORDING FRAUDULENT MORTGAGE NOTE

In the assignment of note dated July 19,2001 the notary signing person is Erika Herrera who was an employee of Washington Mutual Bank. Attached is certificate from California dept of state which certifies that Erika Herrera was never a qualified notary in state of California. Therefore the false nature of this document was known to the signers on this assignment right from the start.Therefore this document is invalid. Defendants therefore are responsible for this conduct.

All defendants individually & jointly are responsible for damages under this COA

TWENTY FOURTH CAUSE OF ACTION

NOTE ENTERED POOL AFTER CUT OFF DATE

According to PSA cut of date for putting mortgage into this pool is August 9,2002. Court records show that "C.S.F.B. trust 2002-np14" came to the court in March 2010 for the first time to do illegal loan modification.Therefore plaintiff's mortgage never entered the pool under the law. Therefore U.S. Bank N.A. violated remic trust laws by getting judgment of foreclosure by fraud upon state court.This fraud was also responsible for plaintiff to lose house by foreclosure. U.S. Banks trust dept website states that borrower is A party to remic securitization loans.
All defendants individually & jointly are responsible for damages under this COA

TWENTY FIFTH CAUSE OF ACTION

FAILURE TO RECORD MORTGAGE AS REQUIRED UNDER P.S.A.

P.S.A. requires that each mortgage be recorded in land records as property of the trust to document true sale to the trust. In land records of county clerk plaintiff's mortgage was never recorded as property of trust. Therefore trust & U.S. Bank N.A. are strangers to this property & foreclosure judgment was obtained by fraud. . U.S. Banks trust dept website states that borrower is A party to remic securitization loans.
All defendants individually & jointly are responsible for damages under this COA

TWENTY SIXTH CAUSE OF ACTION

NOTE WAS NEVER ENDORSED TO INDENTURED TRUSTEE

P.S.A. require that mortgage notes final endorsement be to indentured trustee of the remic trust. Plaintiff's note was never endorsed to indentured trustee as required under P.S.A. & therefore note never entered the remic trust pool. Therefore trust & U.S. Bank N.A. are strangers to this property & foreclosure judgment was obtained by fraud in violation of P.S.A. document. . U.S. Banks trust dept website states that borrower is A party to remic securitization loans.
All defendants individually & jointly are responsible for damages under this COA

TWENTY SEVENTH CAUSE OF ACTION

P.S.A. requires that all intervening assignments of note starting from initial mortgage loan be documented upto the entry into the pool.U.S. Bank N.A. does not have all the intervening assignments on the mortgage note & as such has no standing in the matter that mortgage legally entered the pool as true sale.
All defendants individually & jointly are responsible for damages under this COA

TWENTY EIGHTTH CAUSE OF ACTION

ABSENCE OF CHAIN OF TITLE IN ASSIGNMENTS
P.S.A. requires that all intervening assignments be documented prior to entry of mortgage note into the pool.This chain of assignments is missing.This also means that this mortgage never legally entered the pool.Therefore remic pool is stranger to this mortgage
All defendants individually & jointly are responsible for damages under this COA

TWENTY NINTH CAUSE OF ACTION
CHASE BANK WAS USED AS "FAKE STRAW OWNER"
During plaintiff's chapter 13 discovery S.P.S. produced entire mortgage servicing file about 3100 pages & those records fail to show even one sheet of documents that Chase bank ever authorized S.P.S. to start or maintain the foreclosure action on this property. These record fail to show that Chase bank ever owned this mortgage.This foreclosure was a fake creation of S.P.S. in cahoots with their attorneys—ALL A CASE OF TOTAL FRAUD
This misconduct by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff.Locke Lord supplied these records to plaintiff's attorney.
All defendants individually & jointly are responsible for damages under this COA

THIRTYTH CAUSE OF ACTION
CHASE BANK NEVER HIRED DEFENDANTS TO START FORECLOSURE
In all the mortgage servicing records which are 3100 pages submitted by SPS to bankruptcy court there is not one page to document that Chase Bank ever authorized SPS to start or maintain foreclosure on its behalf for this property.14 years of court records prove the same point.Thus " Fake plaintiff Chase Bank" was a creation of SPS & all other defendants in cahoots in violation of state & federal laws.
All defendants individually & jointly are responsible for damages under this COA

THIRTY FIRST CAUSE OF ACTION
FAILURE TO ANSWER LEGAL QWR(QUALIFIED WRITTEN REQUESTS)
From 2004 to 2010 I, sent many QWR inquiries to S.P.S. & to Chase Bank many times.Each time S.P.S. attorney would send me a nasty note & threaten legal action against me in violation of federal law.Chase bank would not answer QWR at all in violation of federal laws.This illegal conduct on part of S.P.S. & Chase bank contributed to my foreclosure as well through external fraud & by keeping me from putting solid lawful defense in foreclosure action against me.
All defendants individually & jointly are responsible for damages under this COA

THIRTY SECOND CAUSE OF ACTION

LOAN MODIFICATION DOES NOT MODIFY THIS MORTGAGE NOTE

The loan modification document dated March 18,2010 in first paragraph modifies note dated Sept 4,2008 & mortgage dated Sept 4,2008. Fact remains that plaintiff never signed any note or mortgage deed on Sept 4,2008—therefore loan modification has nothing to do with this property what so ever.

All defendants individually & jointly are responsible for damages under this COA

. THIRTY THIRD CAUSE OF ACTION

ALLONGE WAS NEVER FIXED TO THE NOTE

The allonge was never fixed to the note so as to become permanent part of the mortgage note. On July 25,2012 original mortgage file was examined in bankruptcy court in White Plains NY & I was present there.I noticed that allonge was not fixed to the mortgage note.Entire mortgage file only had lose sheets of papers in one Manila folder.Also around April 10,2012,my then attorney Alan McGeorge weny to NYC office of Locke Lord to examine original mortgage file & he has submitted affidavit stating that allonge was never fixed to the note

All defendants individually & jointly are responsible for damages under this COA

THIRTY FOURTH CAUSE OF ACTION

ALLONGE ITSELF IS FORGED DOCUMENT

The Top part of the allonge is black.No attorney would make an allonge document on a piece of paper which is already black in its upper part to start with, because it would fail to qualify genuine document.Also allonge makes no reference to mortgage loan # or borrowers S.S. # or to the property address or to the date of the note.It could be part of anyone elses file & it fails to qualify as allonge.

All defendants individually & jointly are responsible for damages under this COA

THIRTY FIFTH CAUSE OF ACTION

WRONG DEPOSITOR OF MORTGAGE INTO TRUST POOL

P.S.A. states that only depositor can legally put in mortgages into that specific mortgage pool.The depositor for this remic trust is Credit Suisse First Boston DEcuritis corp. my loan was never endorsed to depositor Credit Suisse first boston securities corp.Therefore this mortgage legally never entered this trust pool. The trust & U.S. Bank N.A. are strangers to this mortgage & the property.Inspite of this Locke Lord kept up pushing for wrongful foreclosure

This misconduct by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff

All defendants individually & jointly are responsible for damages under this COA

THIRTY SIXTH CAUSE OF ACTION

NON PERFORMING NOTE PROHIBITED FROM POOL ENTRY

Putting non performing loan is in violation of remic trust rules & in fact doing so there is 100% I.R.S. penalty & no sensible fudiciary trustee would do that. It makes no economic sense unless one is cheating I.R.S. & every one else as well.Plaintiff's loan was nonperforming at the time in March 2010 when it entered the alleged trust which violates I.R.S. remic trust laws

THIRTY SEVENTH CAUSE OF ACTION

FORECLOSURE WAS A FRAUD FROM DAY ONE

SPS knowingly pushed for fraudulent foreclosure action against against the plaintiff inspite of the fact that all the documents in their own possession from 2001, show that SPS had no standing in this foreclosure action.SPS's own attorneys were in cahoots with S.P.S.

This misconduct by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff

THIRTY EIGHTH CAUSE OF ACTION

FAILURE TO UPDATE ATTORNEY AFFIDAVIT

NYS court system requires that if new facts emerge after foreclosure judgment has been entered,bank attorney is requied to update attorney affidavit.In 2012 chase bank wrote me letters that they have no record documenting that Chase Bank ever owned this mortgage .In my legally recorded phone conversations JP Morgan Chase bank employees admit that after checking with active bank records & after checking with lien dept release dept & closed file dept they state that JP Morgan chase bank never owned mortgage on this property ever.This information was conveyed in writing to Locke Lord multiple nuber of times but Locke lord was not interested in following the law—they were above the law.Attorney affidavit was never updated in violation of NYS laws & NYS rules of professional attorney conduct.This unprofessional conduct by Locke Lord contributed to this wrongful foreclosure

This misconduct by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff

THIRTY NINTH CAUSE OF ACTION

WIRE FRAUD & MAIL FRAUD LAWS WERE VIOLATED

S.P.S. is located in Salt lake city Utah & Casey Howard is in New York City.For this illegal activity of altering documents & manufacturing fraudulent documents, it is obvious that Mail fraud & wire fraud is involved & I am one of the victims of

this mail fraud & wire fraud.This mail fraud & wire fraud was perpetrated across interstate lines in violation of federal laws.
This misconduct by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff

FORTYTH CAUSE OF ACTION
VIOLATION OF O.C.C. CONSENT ORDER BY U.S. BANK N.A.
U.S. Bank N.A. signed consent order with O.C.C. & is required under the law not to violate mortgage foreclosure rules enforced by O.C.C. the licensing authority for N.A. banks. U.S. Bank N.A. violated rules of O.C.C. order listed on page 7 of consent order .This clearly shows that plaintiff's foreclosure judgment was obtained by fraud & deception in violation of consent order signed with O.C.C.

(a) appropriate written policies and procedures to conduct, oversee, and monitor mortgage servicing, Loss Mitigation, and foreclosure operations;

(b) processes to ensure that all factual assertions made in pleadings, declarations, affidavits, or other sworn statements filed by or on behalf of the Bank are accurate, complete, and reliable; and that affidavits and declarations are based on personal knowledge or a review of the Bank's books and records when the affidavit or declaration so states;

(c) processes to ensure that affidavits filed in foreclosure proceedings are executed and notarized in accordance with state legal requirements and applicable guidelines, including jurat requirements;

(d) processes to review and approve standardized affidavits and declarations for each jurisdiction in which the Bank files foreclosure actions to ensure compliance with applicable laws, rules and court procedures;

(e) processes to ensure that the Bank has properly documented ownership of the promissory note and mortgage (or deed of trust) under applicable state law, or is otherwise a proper party to the action (as a result of agency or other similar status) at all stages of

> foreclosure and bankruptcy litigation, including appropriate transfer and delivery of endorsed notes and assigned mortgages or deeds of trust at the formation of a residential mortgage-backed security,

and lawful and verifiable endorsement and successive assignment of the note and mortgage or deed of trust to reflect all changes of ownership;

> (f) processes to ensure that a clear and auditable trail exists for all factual information contained in each affidavit or declaration, in support of each of the charges that are listed, including whether the amount is chargeable to the borrower and/or claimable by the investor;

All defendants individually & jointly are responsible for damages under this COA

FORTY FIRST CAUSE OF ACTION

VIOLATION OF O.C.C. ORDER BY LOCKE LORD

Locke Lord Casey well knows that its client U.S. Bank N.A. had signed consent agreement with O.C.C. & thus Locke Lord is prohibited from violating that consent order in foreclosure case rules of O.C.C. the licensing authority for N.A. banks. The evidence is that in pursuing this illegal foreclosure by illegal conduct the following parts of consent agreement have been violated all on page 7 of consent order of O.C.C. for U.S. Bank N.A. reproduced above.

FORTY SECOND CAUSE OF ACTION

VIOLATIONS OF RULES OF PROFESSIONAL CONDUCT BY LOCKE LORD

S.P.S. & Locke Lord have duty to make sure that their briefs made to courts reflect the truth. Casey Howard has violated rules of professional conduct recommended by American Bar Association as listed below

Rule 3.4 Fairness To Opposing Party And Counsel

A lawyer shall not: (b) falsify evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness that is prohibited by law;

Rule 3.1 Meritorious Claims And Contentions A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law. A lawyer for the defendant in a criminal proceeding, or the respondent in a proceeding that

could result in incarceration, may nevertheless so defend the proceeding as to require that every element of the case be established.

S.P.S. also is responsible for conduct & actions of its attorneys since both parties were in cahoots to obtain judgment of foreclosure by fraud.

FORTY THIRD CAUSE OF ACTION

SPS HAS VIOLATED ITS CONSENT ORDER WITH FTC, HUD

SPS signed consent agreement with FTC & with HUD in federal court in Boston,That agreement is still open & requires SPS not to indulge in Wrongful foreclosure conduct which SPS pursued in this foreclosure—A violation of consent order & plaintiff is one of the victims in wrongful foreclosure

All defendants individually & jointly are responsible for damages under this COA

FORTY FOURTH CAUSE OF ACTION

LOCKE LORD HAS VIOLATED S.P.S'S .CONSENT ORDER WITH FTC, HUD

SPS signed consent agreement with FTC & with HUD in federal court in Boston,That agreement is still open & requies SPS not to indulge in Wrongful foreclosure conduct which Locke Lord pursued in this foreclosure—A violation of consent order & plaintiff is one of the victims. SPS cosent order with FTC HUD & federal court can be accessed at world wide web address---

https://www.ftc.gov/sites/default/files/documents/cases/2007/08/070802selectportfoliomodiifiedstip.pdf

This misconduct by Locke Lord is covered by New York Judiciary Law § 487 for attorney deceit.Intent to deceive is enough to award triple damages to the victim of this deceit,the plaintiff

All defendants individually & jointly are responsible for damages under this COA

FORTY FIFTH CAUSE OF ACTION

VIOLATIONS OF FEDERAL SECURITIES LAWS

C.S.F.B. Securities corp violated S.E.C. secutities law by not following P.S.A. rules to deceive investors in securitized pool of mortgages in remic pool "C.S.F.B. trust 2002-np 14".This illegal conduct directly led to plaintiff's foreclosure.If illegal conduct did not take place, then plaintiff would have not faced foreclosure action

All defendants individually & jointly are responsible for damages under this COA

FORTY SIXTH CAUSE OF ACTION

INFLICTION OF PAIN AND SUFFERING BY DEFENDANTS

This illegal foreclosure action by S.P.S. in cahoots with their attorneys has caused tremendous amount of pain & suffering for myself & my family.Pain & suffering directly affects overall health of the individual. This can cause heart attack stroke as a result & potential to suffer heart attack & stroke still persists even if clinical signs are still not obvious. This fact has been well documented in medical literature
All defendants individually & jointly are responsible for damages under this COA

FORTHY SEVENTH CAUSE OF ACTION

STRESS CAUSED BY DEFENDANTS CAUSED PLAINTIFF'S PSORIASIS

Most of my life until 6 years ago I had no physical illnesses but with continued illegal acts of S.P.S. & their attorneys in cahoots with regrd to foreclosure, stress kept on increasing on my body.It is a well known fact in medical literature that stress can cause attck of Psoriasis to affect the skin & generalized health of the body functions.I have been under medical care of several physicians & for my extensive psoriasis I was put on chemo thepapy to control destruction of my skin. About 80 % of my skin has been open & at times about 10,000 pieces of my skin would be eaten by my body & spit out causing tremendous destruction of my body tissues.At one time I had failure of my kidneys caused by systemic complications of psoriasis
All defendants individually & jointly are responsible for damages under this COA

FORTY EIGHTH CAUSE OF ACTION

DAMAGE TO PLAINTIFF'S REPUTATION

As a result of this illegal foreclosure action by defendants tremendous amount of damage has been done to plaintiff's reputation in the community.S.P.S. & its attorneys well knew right from the start in June 2001 that they had no standing to bring this foreclosure action due to existence of assignment dated Sept 14,1998 but using A ring of culprits they continued to push for foreclosure at all costs to the plaintiff. Plaintiff had to suffer 14 years of uncalled for foreclosure action
All defendants individually & jointly are responsible for damages under this COA

FORTY NINTH CAUSE OF ACTION

DAMAGE TO CREDIT REPORTS

This illegal foreclosure was reported on plaintiff's credit report & as a direct result of that I was unable to get personal loans & business loans.Also if lender offered loan,it was offered at a much higher rate of interest
All defendants individually & jointly are responsible for damages under this COA

FIFTYTH CAUSE OF ACTION

PUNITIVE DAMAGES WARRANTED FOR DEFENDANTS ACTIONS
The fact is that hundreds of thousands of homeowners have been thrown out of their houses by these foreclosure mills in cahoots with their attorneys.Banks & mortgage servicers have admitted all this & have paid billions of dollars fines but as this case shows nothing has changed.Criminal enterprise is still alive & well & is operating at full capacity.It only documents that these defendants have no respect for law & no respect for integrity of courts & integrity of judicial process.Their business model is ANY THING GOES & WHEN CAUGHT PAY FINES & DO THE SAME THING STARTING WITH THE SAME BREATH.For these defendants the fines are just cost of doing business & a slap on the wrist
All defendants individually & jointly are responsible for damages under this COA

FIFTY FIRST CAUSE OF ACTION

LOCKE LORD LLP VIOLATION UNDER NY JUDICIARY LAW 487

For all counts of cause of action 1—50 both count inclusive, for illegal & wrongful conduct of attorneys involved damages under NYS Judiciary Law 487 are warranted & requestd by plaintiff. Fact remains that usually when servicer prepares paperwork or documents for submission to the court across interstate lines, attorney is contacted on phone multiple number of times, thus attoneys are integral part of this loop of ring. Under NYS judiciary Law 487 for the attorney to be found guilty for damages only thing which needs to be proved IS INTENT TO DECEIVE & NOT ACTUAL HARM CAUSED—IF INTENT TO DECEIVE IS PRESENT by preponderance of evidence,ATTORNEY IS LIABLE FOR TRIPPLE DAMAGES UNDER THIS LAW.If actual foreclosure was illegal & wrongful,then under NY JUDICIARY LAW 487, attorneys are liable for triple damages even if the whole illegal scheme fell apart & foreclosure sale did not occur. INTENT TO DECEIVE WAS PRESENT & ATTORNEYS ARE LIABLE FOR TRIPPLE DAMAGES UNDER NY JUDICIARY LAW 487.

N.Y. JUD. LAW § 487 : NY Code - Section 487: Misconduct by attorneys

An attorney or counselor who: 1. Is guilty of any deceit or collusion, or consents to any deceit or collusion, with intent to deceive the court or any party; or, 2. Wilfully delays his client's suit with a view to his own gain; or, wilfully receives any money or allowance for or on account of any money which he has not laid out, or becomes answerable for, Is guilty of a misdemeanor, and in addition to the

punishment prescribed therefor by the penal law, he forfeits to the party injured treble damages, to be recovered in a civil action.

DISCUSSION OF THE CASE

Plaintiff states that Following issues in front of state court action ARE NOT RES JUDICATA FOR THIS COURT because these could not have been discovered prior to entry of judgment due to external fraud upon part of SPS & its attorneys in cahoots, to deceive that court & PREVENTING PLAINTIFF FROM TRYING THESE ISSUES BEFORE JUDGEMENT OF FORECLOSURE WAS ENTERED & these are--
1) existence of Sept 14,1998, assignment to an "entity other than chase bank". This assignment was only discovered in chapter 13 POC in later part of 2011.This destroys chase bank standing in NYS court to file verified foreclosure complaint on June 19,2001(docket #3532/2001)
2) Blank illegally applied endorsement stamp from long beach mortgage company (LBMC) which was put into evidence in NYS court in April 2011 for the first time, AFTER FORECLOSURE JUDGMENT ALREADY HAD BEEN ENTERED. Of course this was fraud because in 2007, long beach mortgage co ceased to exist. So prior to 2011 only entity which could legally be plaintiff to start foreclosure action would be Long beach mortgage company due to special endorsement to initial lender on note(LBMC). (see Exhibit G for LBMC closed in 2007 U.S.Senate testimony)
3) signature fraud is not res judicata again due to external fraud.SPS only put in NYS court DIFFERING SIGNATURES NOTE COPY AFTER STATE COURT HAD ISSUED ITS JUDGMENT ALREADY again in April 2011, with blank endorsement stamp of LBMC.
4)U.S. supreme court issued new ruling on TILA rescission laws in January 2015, Case # 13-684 therefore this new ruling could not have been argued in state court proceeding..In this Jesinoski v Country Wide Home Loans, U.S. Supreme court ruled that for rescission under TILA, the only thing borrower has to state is " I rescind the loan" & nothing else & no lawsuit is needed & under TILA STATUTES the loan gets automatically cancelled immediately & security interest gets voided automaically 20 days later
ROOKER FELDMAN DOCTORINE DOES NOT APPLY IN THIS CASE FOR REASONS LISTED BELOW

ROOKER FELDMAN

Exxon Mobil Corp. v. Saudi Basic Industries Corp., 544 U.S. 280, 284 (2005).Four

criteria must be satisfied for federal jurisdiction to be barred under the Rooker Feldman doctrine: "(1) the party in federal court is the same as the party in state court; (2) the prior state-court ruling was a final or conclusive judgment on the merits; (3) the party seeking relief in federal court had a reasonable opportunity to raise its federal claims in the state-courtproceeding; and (4) the issue before the federal court was either adjudicated by the state court or was inextricably intertwined with the state court's judgment." Morris v. Wroble, 206 Fed. Appx.915, 917-18 (11thCir. 2006)(citing Amos v. Glynn County Board of Tax Assessors, 347 F.3d1249, 1266 (11thCir. 2003)

In foreclosure proceedings in state court plaintiff never had opportunity to raise issue of existence of Sept 14,1998 assignment to "ANOTHER PARTY" because SPS & its attorneys in cahoots hid existence of Sept 14,1998 assignment until it was discovered in federal bankruptcy court in later part of 2011,for the first time.This external fraud could not have been discovered prior to 2011 & plaintiff never had opportunity to argue existence of Sept 14,1998 assignment in state court.This point alone destroys very existence of standing of Chase Bank in state foreclosure proceedings.

Also blank endorsement stamp on mortgage note was put as evidence in state court in April 2011 after the state court had already issued judgment of foreclosure.This means that priot to April only party who could legally start foreclosure action against plaintiff was Long Beach Mortgage Co due to special endorsement on the note in favor of original lender LBMC. This issue could not have been litigated in state court before judgment of foreclosure had already been entered in state court.Plaintiff never had the opportunity to argue this point in state court.

Furthur copy of mortgage note with forged different signatures of plaintiff was put in as evidence in state court in April 2011, by SPS only after state court judgment already had been issued in December 2010.This issue of signature fraud could not have been argued in state court proceedings prior to judgment of foreclosure & plaintiff never had opportunity to get fair litigation on this issue due to external fraud committed by SPS in cahoots with their attorneys.

Above three major points make it clear that in this case Rooker Feldman doctrine does not apply.

As a direct result of illegal conduct of S.P.S. in cahoots with their attorneys I am forced to lose my home to wrongful foreclosure sale scheduled for October 26,2015.If S.P.S. played by the rules of the law & did not misrepresent all documents in its own possession at the time, it would be obvious that Chase bank

had no standing to file foreclosure action on June 19.2001 because there existed earlier assignment from L.B.M.C. to "Another entity" in the very possession of LBMC & thus there was nothing owned by L.B.M.C. on July 19,2001 to be able to assign to Chase Bank.This was a direct fraud committed against plaintiff by defendants,S.P.S. & its attoneys .

If S.P.S. was not lying to NYS Supreme court(docket # 3532/2001) about hiding existence of Sept 14,1998 assignment, I would have been able to get the case dismissed pretty soon after the case was first filed in June 2001. In my asserted defense answers I did deny standing of Chase Bank in that court case right from the start & even in my Chapter 13 petition for mortgage POC I disputed standing of the bank outright in motion submitted to the bankruptcy court.This external fraud, committed by S.P.S. in cahoots with their attorneys prevented me from getting fair trial in state court case# 3532/2001 which continued upto Sept 2015 This illegal conduct by S.P.S. forced me to defend foreclosure action for the next 10 years in state court & made me lose my house,spend money on attorneys for defense & now house is scheduled to be sold on October 26,2015 illegally.

Further more during Loan Modification S.P.S. was responsible for falsely representing to NYS Supreme court that Lasalle Bank N.A. existed in March 2010. Reality was that Lasalle Bank N.A. had ceased to exist in 2008 when it lost its O.C.C. banking license. This criminal & illegal conduct on the part of S.P.S. in cahoots with their attorneys prevented me from getting Loan Modification from legitimate lender & move on with my life.

This loan Modification was rescinded by me in June 2010 but S.P.S. refused to do its obligation under TILA RESCISSION STATUTES. Lender was required to cancel security interest in the property in 20 days. Rather than complying with federal law, S.P.S. & its attorneys illegally continued to push for foreclosure judgment. Under TILA RIGHT TO RESCIND USC 1635(a)(b) & others loan modification was automatically cancelled under TILA statutes & collateral attachment of the house got automatically cancelled by federal statutes. Supremacy clause of article six of U.S. Constitution clearly states that if state law conflicts with implementation of federal law, then federal law preempts state law & FEDERAL LAW RULES. ANY DECISION OF STATE COURT IN VIOLATION OF FEDERAL LAW STANDS NULL & VOID & NON ENFORCEABLE IN ANY COURT OF LAW EVEN WITHOUT ANY NEW ORDER FROM ANOTHER COURT.

Gibbons v. Ogden, 1824

When a federal and state law are in conflict, the federal law is supreme.

Congress and New York had both passed laws regulating the steamboat industry. Gibbons had a federal permit for a steamboat business; Ogden had a state permit

for the same waters. Siding with Gibbons, the Court said that, in matters of interstate commerce, the "Supremacy Clause" tilts the balance of power in favor of federal legislation

42 U.S.C. § 1983 (2006) states in relevant part that: "Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress…"

A New York City law seeking to force banks to increase service to underserved people and small businesses is pre-empted by federal and state banking law, a federal court has ruled—

Southern District Judge Katherine Polk Failla issued summary judgment on behalf of banks, which argued that, despite the New York City Council's good intentions in passing Local Law 38, the Responsible Banking Act violates the U.S. Constitution and intrudes on the authority outlined in federal and state banking laws, including Community Reinvestment Acts.

Under Federal law which is applicable to all states, the U.S. Supreme Court stated that if a court is "without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to a recovery sought, even prior to a reversal in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers." Elliot v. Piersol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828)

The U.S. Supreme Court, in Scheuer v. Rhodes, 416 U.S. 232, 94 S.Ct. 1683, 1687 (1974) stated that "when a state officer acts under a state law in a manner violative of the Federal Constitution, he "comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility

to the supreme authority of the United States." [Emphasis supplied in original]. By law, a judge is a state officer.

The U.S. Supreme Court has stated that "No state legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it.". Cooper v. Aaron, 358 U.S. 1, 78 S.Ct. 1401 (1958).

Whenever a judge acts where he/she does not have jurisdiction to act, the judge is engaged in an act or acts of treason. U.S. v. Will, 449 U.S. 200, 216, 101 S.Ct. 471, 66 L.Ed.2d 392, 406 (1980); Cohens v. Virginia, 19 U.S. (6 Wheat) 264, 404, 5 L.Ed 257 (1821)

If a judge does not fully comply with the Constitution, then his orders are void, In re Sawyer, 124 U.S. 200 (1888), he/she is without jurisdiction,

1958 case of *Cooper v Aaron*, in which the Court considered the efforts of state authorities to block integration of Little Rock's Central High School, the Court unanimously declared, "No state legislator or executive or judicial official can war against the Constitution without violating his undertaking to support it....If the legislatures of the several states may at will, annul the judgments of the courts of the United States and destroy the rights acquired under those judgments, the Constitution itself becomes a mockery." Federal law, not state law, is "the supreme law of the land."

The preemption doctrine derives from the Supremacy Clause of the Constitution which states that the "Constitution and the laws of the United States...shall be the supreme law of the land...anything in the constitutions or laws of any State to the contrary notwithstanding." This means of course, that *any* federal law--even a regulation of a federal agency--trumps *any* conflicting state law.

When Congress chooses to expressly preempt state law, the only question for courts becomes determining whether the challenged state law is one that the federal law is intended to preempt.

The federal preemption doctrine derives from the Supremacy Clause of the United States Constitution, which provides that "the Laws of the United States which shall be made in Pursuance" of the Constitution "shall be the supreme Law of the Land." U.S. Const. art. VI, cl. 2. According to the Supreme Court, "[t]he phrase 'Laws of the United States' encompasses both federal statutes themselves and federal regulations that are properly adopted in accordance with statutory authorization."

"[C]onflict pre-emption * * * occurs when compliance with both state and federal law is impossible, or when the state law stands as an obstacle to the accomplishment and execution of the full purposes and objective of Congress." United States v. Locke, 529 U.S. 89, 109 (2000) (internal quotation marks omitted.

Under the Supremacy Clause, any such conflict must be resolved in favor of the federal rule. See, e.g., Maryland v. Louisiana, 451 U.S. 725, 746 (1981) (state laws that conflict with federal law are "without effect").

The Supreme Court has recently reiterated that judicial "inquiry into the scope of a statute's pre-emptive effect is guided by the rule that the purpose of Congress is the ultimate touchstone in every pre-emption case." Altria Group, Inc. v. Good, 129 S. Ct. 538, 543 (2008) (internal quotation marks and citations omitted).
TILA RESCISSION LAWS under 1635 (a) (b) & others 15 U.S. Code § 1635
18 USC 709 criminal statutes federal banking fraud (see below)

18 U.S. Code § 709 –

False advertising or misuse of names to indicate Federal agency

Whoever, except as permitted by the laws of the United States, uses the words "national", "Federal", "United States", "reserve", or "Deposit Insurance" as part of the business or firm name of a person, corporation, partnership, business trust, association or other business entity engaged in the banking, loan, building and loan, brokerage, factorage, insurance, indemnity, savings or trust business; or

Whoever falsely advertises or represents, or publishes or displays any sign, symbol or advertisement reasonably calculated to convey the impression that a nonmember bank, banking association, firm or partnership is a member of the Federal reserve system;

Above law amply makes it clear that for SPS & its attorneys to prepare loan modification dated March18,2010 under name U.S. Bank N.A. was a criminal & civil violation under **18 U.S. Code § 709.Under this law even advertising as N.A. without license is a crime.**

WHERE FORE plaintiff requests this court the following reliefs--
1) Court is requested to rule that this Foreclosure was wrongful against the plaintiff
2)Court is requested to rule that Defendants are jointly & individually responsible for damages for the wrongful foreclosure.
3) Court is requested to rule that Involved attorneys(Locke Lord LLP) are responsible for triple damages under NYS law 487 for illegal conducts.
4)court is requested to issue order for Defendants to pay Compensatory damages of $ 20,000,000.00(Twenty millions dollars)
5) Court is requested to issue order for Defendants to pay plaintiff's attorneys fees paid so far to defend this wrongful foreclosure law suit.
6)Court is requested to issue order for punitive determine Damages of $100,000,000.00(one hundred millions dollars) against all defendants for illegal wrongful foreclosure acts & other violations of NYS & federal laws.
7) Court is requested to rule that foreclosure sale be made as compulsory counterclaim by defendants in this action because origin of both claims & counterclaims is wrongful foreclosure(Same subject same parties)
7) EMERGENCY TRO IS REQUESTED. Plaintiff requests this court to issue EMERGENCY STAY ORDER TO STOP SALE OF HOUSE SCHEDULED FOR OCTOBER 26,2015 UNTIL COURT RULES ON THIS WRONGFUL, ILLEGAL FORECLOSURE CASE. Separate affidavit for support of TRO is submitted.
Respectfully submitted, JURY DEMAND REQUESTED

Prem Nath, 12 john calvin st Blauvelt NY 10913

6a. Rescission Process. When consumer rescinds, the security interest becomes void and consumer is not liable for any amount, including finance charges.

- Within 20 calendar days after receiving notice of rescission, creditor must return any property or money given to anyone in connection with the transaction, and take whatever steps necessary to reflect termination for the security interest.
- When creditor meets its obligations, consumer must tender the money or property to creditor, or if tender not practicable, its reasonable value.
- If creditor fails to take possession of tendered money or property within 20 days, consumer may keep it without further obligation
- The Supreme Court found that Section 1635(a) makes no distinction between disputed and undisputed rescissions.TheSupreme Court further stated, "[t]o the extent §1635(b) alters the traditional process for unwinding such a unilaterally rescinded transaction, this is simply a case in which statutory law modifies common-law practice."
  Jesinoski v Countrywide home loans U.S. Supreme court 13-684 Decided Jan 2015

RELEVANT CASE LAW

U.S. SUPREME COURT (CASE # 13-684) JESINOSKI *v.* COUNTRYWIDE HOME LOANS, INC.

Held: A borrower exercising his right to rescind under the Act need only provide written notice to his lender within the 3-year period, not filesuit within that period. Section 1635(a)'s unequivocal terms—a borrower "shall have the right to rescind . . . *by notifying the creditor . . . of his intention to do so*" (emphasis added)—leave no doubt that rescission is effected when the borrower notifies the creditor of his intention to rescind. This conclusion is not altered by §1635(f), which states *when* the right to rescind must be exercised, but says nothing about *how* that right is exercised. Nor does §1635(g)—which states that "in addition to rescission the court may award relief . . . not relating to the right to rescind"—support respondents' view that rescission is necessarily a consequence of judicial action. And the fact that the Act modified the common-law condition precedent to rescission at law, see §1635(b), hardly implies that the Act thereby codified rescission in equity. Pp. 2–5.

Obligation of State Courts Under the Supremacy Clause

The Constitution, laws, and treaties of the United States are as much a part of the law of every State as its own local laws and constitution. Their obligation "is imperative upon the state judges, in their official and not merely in their private capacities. From the very nature of their judicial duties, they would be called upon to pronounce the law applicable to the case in judgment. They were not to decide merely according to the laws or Constitution of the State, but according to the laws and treaties of the United States--'the supreme law of the land'." 18 State courts are bound then to give effect to federal law when it is applicable and to disregard state law when there is a conflict; federal law includes, of course, not only the Constitution and congressional enactments and treaties but as well the interpretations of their meanings by the United States Supreme Court. 19 While States need not specially create courts competent to hear federal claims or necessarily to give courts authority specially, it violates the supremacy clause for a state court to refuse to hear a category of federal claims when the court entertains state law actions of a similar nature. 20 The existence of inferior federal courts sitting in the States and exercising often concurrent jurisdiction of subjects has created problems with regard to the degree to which state courts are bound by their rulings. Though the Supreme

Court has directed and encouraged the lower federal courts to create a corpus of federal common law, 21 it has not spoken to the effect of such lower court rulings on state courts. - See more at: http://constitution.findlaw.com/article6/annotation02.html#3

Gibbons v. Ogden, 1824
When a federal and state law are in conflict, the federal law is supreme.
Congress and New York had both passed laws regulating the steamboat industry. Gibbons had a federal permit for a steamboat business; Ogden had a state permit for the same waters. Siding with Gibbons, the Court said that, in matters of interstate commerce, the "Supremacy Clause" tilts the balance of power in favor of federal legislation

42 U.S.C. § 1983 (2006) states in relevant part that: "Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress…"

A New York City law seeking to force banks to increase service to underserved people and small businesses is pre-empted by federal and state banking law, a federal court has ruled—

Southern District Judge Katherine Polk Failla issued summary judgment on behalf of banks, which argued that, despite the New York City Council's good intentions in passing Local Law 38, the Responsible Banking Act violates the U.S. Constitution and intrudes on the authority outlined in federal and state banking laws, including Community Reinvestment Acts.

Under Federal law which is applicable to all states, the U.S. Supreme Court stated that if a court is "without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; and form no bar to a recovery sought, even prior to a reversal in opposition to them. They constitute no justification; and all persons concerned in executing such judgments or sentences,

are considered, in law, as trespassers." Elliot v. Piersol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828)

The U.S. Supreme Court, in Scheuer v. Rhodes, 416 U.S. 232, 94 S.Ct. 1683, 1687 (1974) stated that "when a state officer acts under a state law in a manner violative of the Federal Constitution, he "comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States." [Emphasis supplied in original]. By law, a judge is a state officer.

The U.S. Supreme Court has stated that "No state legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it.". Cooper v. Aaron, 358 U.S. 1, 78 S.Ct. 1401 (1958).

Whenever a judge acts where he/she does not have jurisdiction to act, the judge is engaged in an act or acts of treason. U.S. v. Will, 449 U.S. 200, 216, 101 S.Ct. 471, 66 L.Ed.2d 392, 406 (1980); Cohens v. Virginia, 19 U.S. (6 Wheat) 264, 404, 5 L.Ed 257 (1821)

If a judge does not fully comply with the Constitution, then his orders are void, In re Sawyer, 124 U.S. 200 (1888), he/she is without jurisdiction,

The Court in Yates v. Village of Hoffman Estates, Illinois, 209 F.Supp. 757 (N.D. Ill. 1962) held that "not every action by a judge is in exercise of his judicial function. ... it is not a judicial function for a judge to commit an intentional tort even though the tort occurs in the courthouse."

1958 case of *Cooper v Aaron*, in which the Court considered the efforts of state authorities to block integration of Little Rock's Central High School, the Court unanimously declared, "No state legislator or executive or judicial official can war against the Constitution without violating his undertaking to support it....If the legislatures of the several states may at will, annul the judgments of the courts of the United States and destroy the rights acquired under those judgments, the Constitution itself becomes a mockery." Federal law, not state law, is "the supreme law of the land."

The preemption doctrine derives from the Supremacy Clause of the Constitution which states that the "Constitution and the laws of the United States...shall be the supreme law of the land...anything in the constitutions or laws of any State to the contrary notwithstanding." This means of course, that *any* federal law--even a regulation of a federal agency--trumps *any* conflicting state law.

When Congress chooses to expressly preempt state law, the only question for courts becomes determining whether the challenged state law is one that the federal law is intended to preempt.

The federal preemption doctrine derives from the Supremacy Clause of the United States Constitution, which provides that "the Laws of the United States which shall be made in Pursuance" of the Constitution "shall be the supreme Law of the Land." U.S. Const. art. VI, cl. 2. According to the Supreme Court, "[t]he phrase 'Laws of the United States' encompasses both federal statutes themselves and federal regulations that are properly adopted in accordance with statutory authorization."

"[C]onflict pre-emption * * * occurs when compliance with both state and federal law is impossible, or when the state law stands as an obstacle to the accomplishment and execution of the full purposes and objective of Congress." United States v. Locke, 529 U.S. 89, 109 (2000) (internal quotation marks omitted.

Under the Supremacy Clause, any such conflict must be resolved in favor of the federal rule. See, e.g., Maryland v. Louisiana, 451 U.S. 725, 746 (1981) (state laws that conflict with federal law are "without effect").

The Supreme Court has recently reiterated that judicial "inquiry into the scope of a statute's pre-emptive effect is guided by the rule that the purpose of Congress is the ultimate touchstone in every pre-emption case." Altria Group, Inc. v. Good, 129 S. Ct. 538, 543 (2008) (internal quotation marks and citations omitted).

TILA RESCISSION LAWS under 1635 (a) (b) & others 15 U.S. Code § 1635

18 USC 709 criminal statutes federal banking fraud (see below)

18 U.S. Code § 709 - False advertising or misuse of names to indicate Federal agency

Whoever, except as permitted by the laws of the United States, uses the words "national", "Federal", "United States", "reserve", or "Deposit Insurance" as part of the business or firm name of a person, corporation, partnership, business trust, association or other business entity engaged in the banking, loan, building and loan, brokerage, factorage, insurance, indemnity, savings or trust business; or

Whoever falsely advertises or represents, or publishes or displays any sign, symbol or advertisement reasonably calculated to convey the impression that a nonmember bank, banking association, firm or partnership is a member of the Federal reserve system;

LIST OF EXHIBITS TO MOTION

EXHIBIT A----

1) original mortgage deed dated November 1981
2)Original mortgage note of Sept 4,1998 to Long Beach mortgage co
3)July 19, 2001 assignment
4)September 14,1998 assignment First discovered in 2011 bankruptcy POC
5)Tolman affidavit False affidavit to federal courts
6)Letter from California dept of state regarding Erika Herrera

EXHIBIT B----

1)Administrative order from NYS court systems 2)Continuing obligation from NYS court
3)Certificate of merit required by NYS court 4)Letter from SPS to Attorney McGeorge

EXHIBIT C----

1)Foreclosure complaint of June 19,2001
2)Lasalle Bank N.A. inactive evidence 3)Loan Modification dated March 18,2010
4)Rescission papers from attorney Mc George 5)Foreclosure judgement of 2011

EXHIBIT D---

1)Cody affidavit to bankruptcy court in 2006 2)Katz attorney affirmation
3)Chase Bank letters 4)Chase phone calls transcripts 5) Attorney McGeorge affidavit

EXHIBIT E

1)Mortgage note with out stamp 2)Mortgage note with blank stamp
3)Mortgage note with "See attached stamp"
4)Debtor's enlarged signatures from different copies of note submitted
5)Getting attached in NYS
6)Original mortgage file copy

EXHIBIT F-- 1)I.R.S. Remics document 2) I.R.S. 938 public reports
3) DJ Mortgage as depositor/seller to trust
4)U.S. Bank documents from its Trust website 5) Federal I.R.S. tax liens

EXHIBIT G 1) Jesinoski U.S. Supreme court 2)settlement agreement 3) Bank without license 4) 18 USC 709 5) senate committee long beach 6) notice of sale house 7) Medical health letters